

STATE OF LOUISIANA
BOARD OF SUPERVISORS
University of Louisiana Systems

**UNIVERSITY OF LOUISIANA AT
LAFAYETTE**

**REQUEST FOR PROPOSAL (RFP) FOR:
MASTER FACILITIES PLANNING SERVICES, CONSTRUCTION AND
MANAGEMENT OF RESIDENTIAL FACILITIES AND ASSOCIATED BUILDINGS AND
GROUNDS ON**

THE UNIVERSITY OF LOUISIANA AT LAFAYETTE CAMPUS

Proposal Presented by:

The University of Louisiana at Lafayette
Vice President for Administration and Finance
University Circle, Martin Hall 123
Lafayette, Louisiana 70504

Proposal Number: **09050**

Mandatory Pre-Proposal Conference: November 11, 2009 at 9:00 am CST

Proposal Return Date: **2:00 p.m. CST – January 12, 2010**

REQUEST FOR PROPOSAL (RFP)
FOR
MASTER FACILITIES PLANNING SERVICES, CONSTRUCTION AND
MANAGEMENT OF RESIDENTIAL FACILITIES AND ASSOCIATED BUILDINGS AND
GROUNDS ON
THE UNIVERSITY OF LOUISIANA AT LAFAYETTE CAMPUS

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**STATE OF LOUISIANA
THE UNIVERSITY OF LOUISIANA AT LAFAYETTE
Lafayette, Louisiana
(A Member of the University of Louisiana System)**

**REQUEST FOR PROPOSAL #09050
MASTER FACILITIES PLANNING SERVICES, CONSTRUCTION AND
MANAGEMENT OF RESIDENTIAL FACILITIES AND ASSOCIATED BUILDINGS AND
GROUNDS ON THE UNIVERSITY OF LOUISIANA AT LAFAYETTE CAMPUS**

ISSUING AGENCY:	The University of Louisiana at Lafayette Purchasing Department University Circle, Martin Rm 123 Lafayette, LA 70405
DEPARTMENT CONTACT:	Mr. Bill Crist Wjc4092@louisiana.edu Ph: (337) 482-2001
DIRECTOR OF PURCHASING:	Mr. Elwood Broussard elwood@louisiana.edu Ph: (337) 482-6243
RFP RELEASE DATE:	October 28, 2009
PRE-PROPOSER CONFERENCE DATE:	November 11, 2009 MANDATORY FOR ALL PROPOSERS
PRE-PROPOSER CONFERENCE TIME:	9:00 a.m., CST
CONFERENCE LOCATION:	The University of Louisiana at Lafayette Student Union Art Gallery
PROPOSER INQUIRY DEADLINE:	Wednesday, December 2, 2009, 4:30 pm
INQUIRY ANSWER DEADLINE:	Wednesday, December 16, 2009, 4:30 pm
RFP RETURN DATE:	Tuesday, January 12, 2010, 2:00 pm

***Failure to be represented at the MANDATORY PRE-PROPOSER CONFERENCE shall be cause for automatic rejection of the proposal without further consideration.**

SECTION 1

INTRODUCTION

INSTITUTIONAL BACKGROUND

The University of Louisiana at Lafayette was established by Legislative Act in 1898 as the Southwestern Louisiana Industrial Institute, but classes did not actually begin until September 18, 1901. When the institution became a senior college in 1921, its name was changed to Southwestern Louisiana Institute of Liberal and Technical Learning. In 1960 the Legislature authorized a change of name to the University of Southwestern Louisiana. In 2000 the Legislature authorized a change of name to the University of Louisiana at Lafayette and it is now under the direction of the University of Louisiana System.

The University of Louisiana at Lafayette academic organization includes the colleges of Applied Life Sciences, Business Administration, the Arts, Education, Engineering, General Studies, Liberals Arts, Nursing, Sciences and Graduate School. Approximately 15,000 students matriculate annually to the University of Louisiana at Lafayette. Of those 15,000 students approximately 1,700 reside on campus.

The University of Louisiana at Lafayette is the state's second largest university. It has earned regional and national recognition for excellence in many scientific areas such as computer science and environmental biology. The University offers a unique doctoral degree in cognitive science, the study of thinking and learning.

The primary educational mission of the University of Louisiana at Lafayette is the examination, transmission, preservation and extension of mankind's intellectual traditions. Thus, the University emphasizes teaching, learning, scholarship, research and public service. The University also remains committed to its goals of promoting social mobility, integration and equality of opportunity.

In furtherance of its mission, the University is committed to improving the quality of residence life for the University of Louisiana at Lafayette resident student. The University has been researching options since 1995 for the enhancement of residence life. Constructing new style student housing units and exploring the benefits of renovation of some of its existing buildings are both potential avenues for enhancement. Demolition of some existing residence halls is necessary for the enrichment of residence life.

RESIDENTIAL FACILITY MISSION / PHILOSOPHY

The University of Louisiana at Lafayette Department of Housing mission is to provide a quality, professionally managed, safe living/learning experience which fosters student intellectual and social growth with concern for the dignity and individuality of each resident. The ongoing goals of the Residential Life Department are to provide a superior physical environment through preventative maintenance, renovation and new construction and to establish guidelines and operational support. The University of Louisiana at Lafayette Residential Life Department promotes student growth by developing and/or presenting programs and participatory experiences, which reflect, varied co-curricular, developmental, social and recreational experiences. To this end, the following commitment is made to students living on campus:

- Provide campus housing to enhance the academic environment of the University
- Provide an environment that reflects individual responsibility, a concern for others and respect for and appreciation of diversity
- Provide an atmosphere that is conducive to the learning, growth and personal development of each resident
- Provide structure, enhanced compatibility and cooperative community living
- Provide supportive and friendly service
- Provide and encourage involvement in campus activities and leadership opportunities
- Provide safe, convenient and affordable residential facilities

RESIDENTIAL FACILITY PERCENTAGES

The University of Louisiana at Lafayette houses approximately 10% of the students enrolled at the University, including undergraduate, graduate and family students. Excluding Buchanan Hall, Bancroft Hall which was closed in 2005 and Denbo Hall which was taken off line in 2006, there are approximately 1,750 beds in seven residence halls and approximately 300 apartments which operated at about 95% capacity during the 2008 fall semester. The University was able to offer facilities in our residence halls ranging from “suite-style” configurations to halls with community baths and furnished and unfurnished apartments. Private rooms in our residence halls in the fall of 2008 averaged 12% of the total occupancy. Students residing on campus are required to purchase meals from on-campus dining if one resides on campus.

All residence halls are equipped with air conditioning, telephone and cable hook-ups, and basic furnishings. All of the residence halls have received minor renovations over the past two years, which include new ceiling tiles and an ongoing project of painting the interior and exterior of the residence halls during the summer months. Baker-Huger Hall received a new roof and Bonin Hall bathrooms were totally renovated two years ago. The Conference Center 4th floor was renovated last year and the Conference Center 3rd floor is currently in the renovation process. Last year fire rated doors with closures were installed in Harris Hall. In all halls, the HVAC systems are in need of repair/replacement. All halls have concerns due to asbestos issues.

During the summer months, two residence halls house summer school students. The Conference Center is utilized by summer camps, workshops and conferences including Summer Scholars, American All Star, Women’s Basketball, UDA & UCA, Police Conference, and SCA. Baker-Huger Hall is utilized for new student orientation participants. During the summer months, our students, camps, Upward Bound, and orientation generate close to \$200,000 in revenue.

UNIVERSITY OF LOUISIANA AT LAFAYETTE RESIDENTIAL FACILITIES DEVELOPMENT GOALS

The University of Louisiana at Lafayette is seeking a Proposer to conduct a comprehensive housing assessment of the University campus including the existing residential facilities and associated buildings and grounds. Based on this assessment, the Proposer will develop a master residential facilities plan for renovation of existing facilities, where feasible, and construction of new residential facilities. The Proposer will provide a plan to finance, design, build, renovate, and maintain residential facilities to accommodate an increased number of students, graduate students, faculty, staff and their families. The University is seeking to house up to 5,000 students, graduate students, faculty, staff and their families on campus. To this end, UL Lafayette welcomes and solicits the partnership of a creative Professional to achieve the following:

1. Effect a land and facilities lease with the Board of Supervisors for the University of Louisiana System for and on behalf of the University of Louisiana at Lafayette or other third party non-University entity and to identify financial alternatives along with an assessment of the advantages and disadvantages of various financing models.
2. Develop an aggressive plan renovate existing buildings and to build contemporary style residential facilities by Spring 2011 which will compliment the campus' existing architecture.
3. Secure the most effective financing which will result in lowest cost for students, graduate students, faculty, staff and their families.
4. Provide facilities which will assure a continued living/learning experience.
5. Provide facilities which will enhance the University's ability to recruit and retain students, graduate students, faculty and staff.
6. Construct safe, clean, attractive residential facilities that meet all current codes for handicap accessibility and NFPA, 101-2000.
7. Design a master residential facilities plan which will best enhance the campus' natural beauty.
8. Provide a favorable buyback for the University and/or affiliated non-profit at any time during lease period.
9. Provide for the day-to-day management of residential facilities, including maintenance, custodial, grounds and services associated with day-to-day operations. The University will require that existing classified permanent hourly employees (Approximately 30) be utilized in the operation.
10. Design, plan, finance and construct facilities for a variety of student services associated with the development of a total living community on the University campus.

Ultimately, **The University of Louisiana at Lafayette's** goals are to build new residential facilities and/or renovate selected existing residential facilities and buildings securing the least expensive financing possible.

Thus, the proposal must include all aspects of development, architectural, engineering, construction, financing, furnishing, management, maintenance, warranties, timelines and specifics on buyouts, and address the purchase/lease and management of facilities owned by entities other than the University on the University campus.

SECTION II

INSTRUCTIONS TO PROPOSERS

SUMMARY SCOPE OF PROPOSAL

It is the intent of the Board of Supervisors for the University of Louisiana System and the University of Louisiana at Lafayette to solicit proposals pursuant to La. R.S. 17:3361 et seq., for an assessment of existing residential facilities and associated buildings and grounds and the design, financing, construction, renovation, and furnishing of a Residential Facilities Project for The University of Louisiana at Lafayette Louisiana in accordance with the requirements stated herein.

CALENDAR OF EVENTS

The University expects to adhere to the following schedule in undertaking the selection process. This schedule is pending the approval of the Board of Regents, the Bond Commission and the Joint Legislative Committee on the Budget. However, the selection of the successful Proposer is subject to the approval of the Board of Supervisors of the University of Louisiana System; and this schedule is subject to modifications at the sole and absolute discretion of the University.

Request for Proposal Issued: *October 28 , 2009*

Mandatory Pre-Proposal Conference: *November 11, 2009*
at 9:00 am CST
The University of Louisiana at Lafayette Campus
Student Union Art Gallery

Proposer Inquiry Deadline Date: *December 2, 2009, at 4:30 pm CST*

Inquiry Answer Deadline Date: *December 16, 2009, at 4:30 pm CST*

Proposal Opening Date and Time: *January 12, 2010 at 2:00 pm CST*

Anticipated Date of Recommendation to Management Board for Approval: *February, 2010*

Management Agreement Effective Date: *March 1, 2010*

Anticipated Construction Start-up Date: *April 5, 2010*

Anticipated Construction Preferred Completion Date: *January 11, 2011*

Addenda

The University may modify the RFP prior to the date fixed for submission of the proposals, by issuance of an addendum to all parties who have attended the mandatory pre-proposal conference. Any supplemental instructions or interpretations of the meaning of the RFP which, if issued, will be mailed to the prospective Proposer(s) within a period of seventy-two (72) hours prior to the advertised time for the opening of proposals, excluding Saturdays, Sundays and any other legal holidays.

MANDATORY REQUIREMENTS

PROPOSAL SUBMISSION PROCEDURES

The following procedures are mandatory. Proposals not conforming to the following variations, if any, will be considered at the sole discretion of the University; and this procedure will apply equally to all prospective proposals.

A. Notice to Proposers

Each Proposer is solely responsible for the accuracy and completeness of his or her proposal. Errors and omissions may be grounds for rejection, or may be interpreted in favor of the University.

B. Prime Contractor Responsibilities

The selected Proposer will be required to assume responsibility for all items offered in his/her proposal whether or not he/she produces them. Further, the University will consider the selected Proposer to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from contract.

C. List of References

Each proposer shall include a list of at least three universities or colleges or a list of housing developments totaling at least 5,000 students where the Proposer has provided the design, financing, construction, and the operation of the development. This list shall include the name of the University or Development, the complete mailing address and the telephone number for a contact person. Each proposer shall submit references where proposer has renovated existing facilities designed for university student usage.

D. Pre-Proposal Conference and Facility Inspection

All Proposers are required to attend the pre-proposal conference to be held at The University of Louisiana at Lafayette campus in the Student Union Art Gallery (across from the University Bookstore), November 11, 2009, at 9:00 am CST to discuss the conditions and specifications of the Request for Proposal. **Proposals will not be accepted from Proposers not attending the Pre-Proposal Conference.**

E. Inquiries and Additional Inspection of Premises

All Proposers are required to completely inspect the project site on the day of the Pre-Proposal Conference. All present will visit site to determine all requirements associated with the Request for Proposal; however, additional inspections may be scheduled between, November 11, 2009, and, November 20, 2009, to facilitate inspections of existing buildings. The University will make every effort to comply with requested dates.

Failure to inspect adequately shall not relieve the Proposer from the necessity of furnishing and installing, without additional costs to the University, any materials and equipment or performing any labor that may be required to carry out the intent of the contract.

F. *Proposal Inquiries*

No negotiations, decisions, and/or actions shall be executed by any Proposer as a result of any oral discussions with any University employee or State consultant.

Only those transactions that are in writing, issued by Mr. Elwood Broussard, Direction of Purchasing, may be considered as valid. Likewise, the University will only consider communications from Proposers that are signed and in writing by an authorized signatory.

Inquiries concerning this RFP must be submitted not later than December 2, 2009, at 4:30 *pm CST, and in writing to:*

**Mr. Elwood Broussard
Director of Purchasing
University of Louisiana at Lafayette
104 University Circle, Martin Hall Rm 123
P O Box 40197
Lafayette LA 70504**

Inquiries must be submitted in writing, signed in the original ink by the Proposer or a representative of the Proposer, cross- referenced clearly to the relevant RFP section, in a sealed envelope. No inquiries will be allowed within seventy-two (72) hours of the proposals opening.

Answer to questions that change or substantially clarify the RFP will be made in writing and provided to all Proposers having attended the pre-proposer's conference.

The University will do everything possible to assist Proposers in their efforts to gather all information available concerning this RFP and copies of documents, ledgers, and other information routinely available within the University will be provided upon request.

However, because the current staff must continue with its routine duties and operations, the University will not be able to respond to requests for the completion, generation, or creation of any company specific or protracted questionnaires, forms, surveys, lists, analysis and other similar types of requests. Proposers requiring this type of information are advised to schedule site visits by members of their company to gather any needed data.

G. *Sealed Submittal*

The entire Request for Proposal must be sealed. All Requests for Proposals shall be submitted in the sealed envelope furnished for that purpose. Requests for Proposals and Proposals submitted in other than the special envelope may not be considered. The name and address of the Proposer shall appear on the outside of that envelope.

NOTE: In the event the proposal contains bulky subject material, the special envelope provided shall be firmly affixed to the mailing package and should refer to the UNIVERSITY OF LOUISIANA AT LAFAYETTE'S Request for Proposal #09050.

H. Delivery of Proposals

Completed proposals, include ONE (1) ORIGINAL AND TEN (10) COPIES, must be delivered to the following address no later than 2:00 p.m. on, January 12, 2010 to:

Director of Purchasing
University of Louisiana at Lafayette
104 University Circle, Martin Hall Rm 123
P O Box 40197
Lafayette LA 70504

The date fixed for submission of proposals may be extended if, in the sole judgment of the University, it is warranted.

All addenda to the RFP must be signed and returned with the proposal. Each Proposer is solely responsible for the timely delivery of his/her proposal. Failure to meet the proposal opening deadline will result in rejection of the proposal.

I. Changes and Withdrawals

Proposers may submit changes in writing, signed in original ink by the original proposal signatory, cross-referenced clearly to the relevant proposal section, in a sealed envelope, prior to the proposal opening. Such changes must meet all requirements for the proposal. Withdrawal notice must be in writing and received prior to the proposal opening.

J. Proposal Opening

Proposals shall be opened in the office of the University of Louisiana at Lafayette Purchasing Department on the specified date and time. Each Proposer is solely responsible for the timely delivery of his/her Proposal (there is no separate developer proposal) by the deadline. Requests for Proposals received after the specified date and time will not be considered, whether delayed in the mail or for any other causes whatever, and will be returned to the Proposer unopened. Proposers may attend the opening, but no information or opinions concerning ultimate contract award will be given at the opening or during the evaluation process.

The University does not have facilities for furnishing immediate copies or abstracts of proposals; a complete record of all proposals is kept on file in the Purchasing office and is available for the inspection by any citizen pursuant to R.S. 44:1, et seq. Every courtesy will be afforded any citizen who is interested in investigating, for any purpose, the record(s) of University of Louisiana at Lafayette Purchasing Department. All proposals may be examined only after a formal request is made. Information pertaining to the complete files may be secured by visiting the University's Purchasing Department during normal business hours.

For the purpose of public review of the recommended proposal, interested parties may review said proposal only after said recommendation has been forwarded to the UL System Board as stipulated in this RFP. The UL System Board is tentatively scheduled to meet February 2010, to act on the recommended proposal.

K. Proposal Binding

All formal Proposals shall be binding for a minimum of ONE-HUNDRED-TWENTY (120) consecutive calendar days and shall not be withdrawn after the specified closing date and time.

L. Conflict of Interest

Proposer certifies that no officer, owner or employee has a controlling interest in the designated business and who is also a faculty or staff employee of University of Louisiana at Lafayette. Proposer further certifies that proposer has no immediate family member of an employee of University of Louisiana at Lafayette Division of Student Affairs or an immediate family member of a University of Louisiana at Lafayette official or employee involved with this project.

“Controlling interest” means any ownership in any legal entity or beneficial interest in a trust, held by or on behalf of an individual or member of his immediate family, either individually or collectively, which exceeds twenty-five percent of that legal entity.

“Immediate family” as the term relates to public servant means his children, the spouses of his children, his brothers and their spouses, his sisters and their spouses, his parents, his spouse, and the parents of his spouse.

M. Right to Protest

The University will apply general protest hearings as outlined in Louisiana Administrative Code Title 34. Any proposer wishing to protest the results of this process shall have fourteen (14) days from submittal of a recommendation by The University of Louisiana at Lafayette to the University of Louisiana System Board for approval. Notification of this submittal shall be provided to each proposer in writing on the date the recommendation is submitted. The protest shall be in writing to Mr. Elwood Broussard, Director of Purchasing for The University of Louisiana at Lafayette, **104 University Circle, Martin Hall Rm 123, P O Box 40197, Lafayette LA 70504.**

SECTION III

DEFINITION AND SCOPE OF PROJECT

University of Louisiana at Lafayette issues this Request for Proposal (RFP) pursuant to La. R.S.17:3361 et seq., for an assessment of existing residential facilities and associated buildings and grounds and the design, financing, construction, renovation, and furnishing of residential facilities and associated buildings and ground located on the University of Louisiana at Lafayette’s campus. Each proposal must be submitted in accordance with the conditions prescribed herein.

The University is seeking only experienced Professionals who have a proven record of conducting an assessment of existing residential facilities and associated buildings and grounds and designing innovative master facilities plans which focus on the goals of the client and developing, financing, building, renovating, and furnishing a housing project of the necessary size to accommodate approximately **5,000** students.

Those Proposers who have a knowledgeable staff in place and who can begin a project of this type as soon as an award is made will be given strong consideration in the evaluation process.

Proposers must indicate warrant and maintenance of the Residential Facility(s) by Proposer. The lease agreement is to cover the costs the total renovation/construction project including management of the new facilities.

Project scope shall consist of, but is not limited to, the following:

- Assessment of current residential facilities and analysis of most the favorable alternatives to meet the current and future needs of our student and faculty residents.
- Preparation of residential facility plan to accommodate approximately 5,000 students, including facilities owned and/or managed by entities other than the University.
- Demolition of existing residence halls: Bancroft, Buchanan, Denbo and Stokes Halls scheduled basis.
- Plan can consist of apartment and residence hall style complexes for male and female students.
- Structures to consist of ideally a mix of two (2) to three (3) bedroom apartments and contemporary residence halls.
- Provisions for laundry facilities.
- All required furniture to adequately furnish housing units.
- Landscaping and paved parking lot with a 95% ratio for tenants and guests, where necessary.
- Cable T.V. / Telephone / Internet Access (Ports and Wireless).
- Maintenance after construction.
- Financing of the project under the University's preferred structure along with comprehensive analysis of advantages and disadvantages of alternative financing options.
- Provide security with card access and cameras in each building.
- Group students by classification. Majority number of beds in Denbo/Bancroft Area and Rose Garden near the Student Union for freshmen and sophomores. On the south side of campus, housing for juniors, seniors, graduate students, family housing and faculty housing.
- Create communities, learning communities, theme halls, academic halls, SMART classrooms.
- Master Plan to build and/or renovate contemporary style residential facilities which will compliment the campus' existing architecture while projecting an exciting and energetic image.
- Construction and/or renovation of residential facilities.
- Management of residential facilities.

The University is seeking those Proposers who, based on market research, analysis and past experience can offer the best concept for the comprehensive modernization of residential amenities for the University.

The Proposer shall provide a housing maintenance plan for the University's resident students, graduate students, staff, faculty and their families immediately upon issuance of a land/facilities lease.

The Proposer shall obtain all required permits and regulatory approvals, and negotiate and execute all required agreements, as needed.

Selection of a successful Proposer does not mean that all aspects of a proposal are acceptable to the University. In addition, the University may in its sole discretion and after careful review of the proposals elect to finance and maintain the facilities. The University retains the right to modify the terms and conditions in the lease agreement for student, graduate student, staff and faculty housing or reject terms and conditions proposed by the successful Proposer prior to the execution of the Contract as it, in its sole discretion, deems necessary to ensure that the Project is satisfactory.

Project Objectives

The University's objectives in issuing the RFP and offering this Project for development are as follows:

- * Obtain a comprehensive assessment of existing residential facilities and associated buildings and grounds and partner with a professional who can offer the best design, construction, renovation, and management of the University's residential facilities while securing the most advantageous financing options.
- * Satisfy University requirements for providing student housing for its projected goal of 5000 residents.
- * Maximize the benefits, financial and otherwise, available to the University in connection with a residential facilities project; and
- * Avoid any capital investment or financial guarantees by the University.
- * Construction, renovation, and maintenance that will enhance recruitment and retention.

Accordingly, the University will select a Proposer based on the best concept submitted, the accumulated benefits to the University and students attributable to the Project and the favorability of the terms of the lease agreement with the University or affiliated entity.

Project Deliverables

- * The Comprehensive Assessment of Current Residential Facilities and Analysis of the Best Alternatives to Meet the Anticipated Growth of the University's Residential Student and Faculty Population
- * The Facilities Master Plan for Residential Facilities and Associated Buildings and Grounds
- * The Residential Facilities Development Plan for Implementation
- * The Safety and Security Assessment
- * The Renovated or New Residential Facilities and Associated Buildings and Grounds
- * Master Plan for Management of Residential Facilities

Conditions

- * The University will not make any rent or debt service or other financial guarantees for any contracts that may result from a project pursuant to this RFP.

- * The University other third party non-University entity will enter into a long-term lease agreement with the Proposer to for an assessment of current residential facilities and associated buildings and grounds, “the master residential facilities plan,” the renovation of existing residence halls where practicable; the design and construction of new residential facilities; and the maintenance and management of residential facilities on the campus of the University of Louisiana. For the purpose of this RFP, the award date for conceptual design and plan is assumed to be upon Board approval. For the purpose of this RFP, the scheduled start-up date for construction is assumed to be approximately April 5, 2010 .
- * Under the anticipated lease agreement, financial benefits to the University will accrue through land and facilities lease payments.
- * Ownership of the new buildings will remain with the Proposer or other third party non-University entity during the lease.
- * Any proposed transfer of ownership must have University approval. At the option of the University, ownership of all buildings and improvements will revert to the University at the end of the lease or be demolished at the expense of the Proposer who will return the site to the current condition.
- * Sizing this project to the University’s needs is required to reduce the project’s exposure to external risks. Evaluation of proposals will favor those which best suit this requirement.
- * All materials and equipment must be new and must be of a quality sufficient to guarantee a project useful life equal to or greater than the lease term.
- * Proposer shall not discriminate against any employee or applicant for employment because of race, color, age, religion, ancestry, sex, national origin, local custom or sexual orientation.
- * Proposer is responsible for inspecting site conditions and verifying data including ascertaining the adequacy of University Housing needs.
- * Owner of facilities shall maintain a Maintenance Reserve Account of 1.5 percent annually OR 10 percent of the total construction budget in accordance with the Board of Regents policy.
- * All contracts involving the University Proposer and/or third persons shall be in accordance with all Federal, State and Local laws, ordinances, rules, regulations and orders. The Proposer shall be responsible for compliance with all Federal, State, and Local laws, ordinances, rules, regulations and orders in the design, financing, construction, maintenance and management of the project. The Proposer shall also be responsible for all approvals from Facilities Planning and Control both pre-construction and during construction.
- * The Proposer shall comply with the provisions of LA R.S. 9:4801 through 9:4855 including the securing of payment and performance bonds for the construction of the project from an approved surety in the minimum amount required by LA R.S. 9:4812, which said bonds shall be dual obligee surety bonds naming the Proposer and the University (or its designee) as assureds.
- * The Proposer shall provide evidence of appropriate insurance coverage on the part of all contractors or subcontractors involved in the project.

* The Proposers shall provide all insurance required by “Procedures Manual for Insurance Requirements in Contracts and Indemnification Agreement (Hold-Harmless)” for the State of Louisiana (<http://www.apptest.doa.state.la.us/orm/procia.htm>).

* The Proposer shall maintain adequate general liability insurance so as to indemnify the University and State of Louisiana from loss.

Performance by University

* The University intends to furnish information to all Proposers regarding any existing campus conditions that may be pertinent to proposals. Notwithstanding, such intention or the University’s dissemination of such information, which might affect its proposals, Proposers are required to inquire about conditions not referenced in such information that might affect their proposals. Requests for interpretation of this RFP or additional information shall be in accordance with SECTION II, LETTER – F, PROPOSAL INQUIRIES of this RFP.

* The University will use reasonable efforts to insure that all information it furnishes is reasonably accurate, but the University does not guarantee its accuracy and the Proposer agrees that the University cannot be held liable for inaccuracies.

* With respect to prior studies that may become available to Proposers, the University makes no representations, explicit or implicit, as to the accuracy of their findings and conclusions.

* The University will not be liable for any error in the proposal. Proposer will not be allowed to alter proposal documents after the deadline for proposal submission, except under the following condition: The University reserves the right to make corrections or clarifications due to patent errors identified in proposals by the University or the Proposer. The University, at its option, has the right to request clarification or additional information from the Proposer.

* The University reserves the right to change the calendar of events or issue Addenda to the RFP at any time. The University also reserves the right to cancel or reissue the RFP.

* Issuance of this RFP in no way constitutes a commitment by the University to award a contract. The University reserves the right to accept or reject any or all proposals submitted or to cancel this RFP if it is in the best interest of the University to do so.

* All materials (paper content only) submitted in response to this request become the property of the University. Selection or rejection of a response does not affect this right. All proposals submitted will be retained by the University and not returned to proposers. Any copyrighted materials in the response are not transferrable to the University.

* The University is not liable for any costs incurred by prospective Proposers. Costs associated with developing the proposal, preparing for oral presentations and any other expenses incurred by the Proposer in responding to the RFP are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by the University. The University is also not liable for paying any preconstruction costs including design fees for the winning proposer.

* Non-negotiable contract terms include, but are not limited to taxes, assignment of contract, audit of records, EEOC and ADA compliance, record retention, content of contract/order of precedence, contract changes, governing law, claims or controversies, and termination based on contingency of appropriation of funds.

- * Any taxes, other than state and local sales and use taxes, from which the University is exempt, shall be assumed to be included within the Proposer's cost.
- * All proposals shall be considered valid for acceptance until such time an award is made, unless the Proposer provides for a different time period within its proposal response. However, the University reserves the right to reject a proposal if the Proposer's acceptance period is unacceptable and the Proposer is unwilling to extend the validity of its proposal.
- * If for any reason the proposer whose proposal is most responsive to the University's needs, does not agree to a contract, that proposal shall be rejected and the University may negotiate with the next most responsive Proposer. Negotiation may include revision of non-mandatory terms, conditions and requirements.
- * All Proposals shall be signed only by a corporate representative with signature authority for the corporation.

Overall Housing Plan

Proposers shall submit, within their proposal, a housing master plan identifying existing buildings for renovation, demolition of those existing facilities not suitable for the plan, and proposed site(s) for new residence halls/apartments. Full details of plan shall be included (concept, scope of work, etc.). The University reserves the right to utilize facilities designated by developer for demolition.

Financial Status of Facilities

The University has no financial debt on facilities referenced in this proposal.

The University debt for housing currently exists with the first phase of residence hall apartments called Legacy Park. The debt for the first building phase is approximately eighteen million five hundred thousand (\$18,500,000) dollars. A second building phase began in June 2009 which assumes a debt of approximately twelve million five hundred thousand (\$12,500,000) dollars. Both of these projects are administered through the University by third party, non-profit corporation, Ragin Cajun Facilities, Inc.

SECTION IV

PROPOSAL FORMAT AND CONTENTS

Proposals must be submitted in the format outlined below, with each of the described sections and exhibits completed in full. Each proposal will be reviewed to determine if it is complete prior to the actual evaluation. The University reserves the right to eliminate from further consideration any proposal deemed to be substantially or materially non-responsive if it includes extraneous information not specifically requested in this section; the clarity and succinctness of responses will be valued over sheer volume.

Each of the sections and appendices described below must be index tabbed and be on a separate page. Each page must clearly state the name of the Proposer.

Each Proposer must respond to the base project defined in Section III.

Definition and Scope of the Project

The Organization of Proposals must be as follows:

- o Cover Letter
- o Table of Contents
- o Division I Summary of Proposed Information
- o Division II Experience and Qualifications
- o Division III Project Description
- o Division IV Financing Structure and Sources
- o Division V Schedule for Construction and Completion
- o Division VI Contract and Management Issues
- o Proposal Form Completed and Signed Proposal Form and Mandatory Checklist with all pages of this RFP attached

Summary of Proposal Information

The Proposer must include a brief summary of its overall approach to the development of the Project in Division I of the Proposal. At a minimum, the Proposer must complete the Summary of Proposal Information presented in RFP Section V, as well as add additional sheets as required to describe the proposed project.

Experience and Qualifications

Proposals will be evaluated, in part, based on Proposer's experience and qualifications. Proposer must include a complete description of proposed business organization in Division II of the Proposal. Be concise. Brochures, boilerplates, etc., if appropriate, belong in the APPENDIX to the Proposal.

- o In Division II, identify a specific person for project/site management. List and explain the specific roles and responsibilities of each principal party in the organization, partners, and other participants in the venture.
- o Provide resumes of the responsible individual for each functional area in the Proposal submitted.
- o In Division II, list location of the home office that will be utilized for the project. Identify what functions will be performed at which offices.
- o List credit and financial references. Proposers should also submit information for major team members (firms) and the firm that will actually be responsible for development of the project via the following:

1. The most recent audited financial statement available including balance sheet, income statement, statement of changes in net worth, sources and uses of funds, and explanatory notes (identify whether audited or unaudited).
2. A list of bond(s) and accounting references; and
3. A statement from insurance/surety brokers including that the necessary bonds are in place.

The University reserves the right to contact any or all of the above persons and institutions listed as references.

- o List technical references for which major team members have provided similar projects.
- o List experience of Proposer(s) in construction and operation of similar University housing projects.
- o Complete the Team Member Similar Project Experience section for each team member firm(s) having similar project(s) experience and include it or them.

Project Description

The Proposer must provide a complete and detailed description of the proposed Project in Division III of the Proposal. The Proposer's proposal for the Project shall be based on the present housing demands at the University and ability to accommodate a growth in residential students and faculty up to 5000. All construction documents must be in conformance with all applicable codes and amendments to the following:

- o Standard Building Code, Standard Plumbing Code and Standard Mechanical Code, all by Southern Building Code Congress International;
- o National Fire Codes of the National Fire Protection Association;
- o American National Standards Institute A.117.1, Specifications for Making Building and Facilities, Accessible to and Usable by Physically Handicapped People;
- o Construction and operation conditions in conference with OSHA standards, and;
- o Proposers and architect(s) must be licensed in accordance with the Louisiana law;
- o Facility Planning and Control (State of Louisiana) Design Standards;
- o The Board of Regents Minimum Construction Standards and Guidelines for Architects and Engineers.

Proposer shall provide the following information:

- o In Division III, a description of the size and configuration of the Project, as well as the basic criteria used for design and sizing. (This description shall be in keeping with the design criteria developed by the University).

- o In Division III, a plot plan showing the existing facilities to be renovated as well as sites for new construction.
- o In Division III, architectural renderings and/or elevations for required new building to blend Project with the current architectural style.
- o In Division III, a description of major items of equipment proposed for use in the Project, ratings, anticipated useful life and reliability, and
- o In Division III, a floor plan for each type of unit to be constructed, including furniture layout.
- o In Division III, a scope of work for each building to be renovated as well as estimated costs.

Financial Structure and Sources

The Proposer must provide a complete and detailed description of the financial terms of the proposed transaction in Division IV of the Proposal. This discussion must include the following information:

- o In Division IV, a complete description of the basic financial terms of the proposal, including:
 - A response to the lease agreement to be included in the Appendices
 - Suggested alternative structures as well as advantages and disadvantages of each
 - Identification of all parties involved in any capacity with the financing of the Project, including any equity or debt participants may have other than the Proposer, and a description of the role of each such party.
- o In Division IV, a description of each agreement related to financing of the Project (construction loan, permanent loan, contributions, etc.) including:
 - A Financing Agreement Summary which summarizes the terms of each agreement (one per agreement)
 - Letters from each proposed financing source (including those providing initial development, construction, debt and equity financing):

Stating that the financing described in the proposal will be available at the rates and terms, and within the time-frame described (or if no commitment has been obtained, that financing could be obtained), and Stating that the financing entity has read this RFP and the Proposer's proposal and is aware of the terms, requirements and conditions of each.

- o In Division IV, provide a table specifying the purchase price of the Project at the end of each operating year. Proposer shall identify buy-back procedures during the term of the lease should the University or a non-profit organization affiliated with the University choose to purchase this project.

- In Division IV, provide a detailed cash flow analysis of proposed Project including a detailed development budget with all fees included.
- In Division IV, provide a description of cash and non-cash benefits accruing to the University on Total Benefits to the University.
- Five year projected room rate charges for each residential offering to UL Lafayette students.

Schedule for Construction and Completion

In Division V, the Proposer must provide a complete schedule for achievement for all major Project milestones. The schedule should clearly show the Project critical path and should include:

- Commencement and completion of engineering/architecture design;
- Obtaining all required permits and government approvals;
- Commencement and completion of site preparations;
- Commencement and completion of renovation/construction;
- Commencement and normal operation of each phase; and
- Plan to obtain all debt and equity financing
- Completion date for each phase

Physical Plant/Maintenance Plan

The Proposer will submit a management plan for the maintenance/physical facilities upkeep and grounds management. The Proposer will be evaluated on a plan for:

- a. Custodial services for the facility
- b. Routine and emergency maintenance services. This plan will include procedures for reporting maintenance problems (work order system), response time and follow up for daily and emergency maintenance
- c. A plan for preventative maintenance will be submitted
- d. A plan for continued facility upgrade/renovation
- e. A plan for continued furniture replacement due to normal “wear and tear”
- f. A pan for emergency/fire equipment maintenance
- g. A plan for voice, video and data systems maintenance
- h. A plan for grounds/landscaping upkeep
- i. A plan for training and evaluation of maintenance personnel
- j. Pest Control Plan
- k. Garbage collection and disposal plan
- l. Key control system
- m. Laundry and vending services
- n. Damage Assessment and billing plan

Contract with the University

In Division VI, each Proposer should furnish a model Management Agreement it wishes to enter into with the University or other third party non-University entity giving all terms, conditions, and the time period. The University reserves the right to require the Proposer to agree to certain contractual terms and conditions as a precondition to execution of a contract.

All written documentation necessary to accomplish the Project shall be drawn by the University or other third party non-University entity to its satisfaction, in order to comply with Louisiana laws.

The Proposer shall grant to the Office of the Legislative Auditor, the Office of the Governor, Division of Administration auditors, the Inspector General's Office, the Federal Government, and any other duly authorized agencies of the State of Louisiana, where appropriate, the right to inspect and review all books and records pertaining to, or relating to the contract for this project.

The University reserves the right to enter into an Agreement without further discussion of the proposal submitted based on the initial offers received.

The RFP, including any addenda, and the proposal of the selected Contractor will become part of any contract initiated by the University.

Standard Contract Terms

Indemnification and Limitation of Liability - Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under this Agreement.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the University from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or subcontractors in the performance of this contract, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the University.

Contractor will indemnify, defend and hold the University harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims judgments, liabilities and costs which may be finally assessed against the University in any action for infringement of a United States Letter Patent with respect to the Products, Materials, or Services furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the University shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the University may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the University's exclusive remedy to take action in the following order of precedence: (i) to procure for the University the right to continue using such item(s) or part (s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the University up to the dollar amount of the Contract.

Termination for Cause – University may terminate this agreement for cause based upon the failure of Contractor to comply with the terms and/or conditions of the Agreement, or failure to fulfill its performance obligations pursuant to this agreement, provided that the University shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have corrected such failure or, in the case of failure which cannot be corrected in (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the University may, at its option, place the Contractor in default and the Agreement shall terminate on the date specified in such notice.

The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the University to comply with the terms and conditions of this agreement, provided that the Contractor shall give the University written notice specifying the University's failure and a reasonable opportunity for the University to cure the defect.

Assignment - Assignment of contract, or any payment under the contract, requires the advanced written approval of the University.

Civil Rights Compliance - The Contractor agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Contractor agrees not to discriminate in its employment practices, and will render services under this Agreement and any contract entered into as a result of this Agreement, without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement and any contract entered into as a result of this Agreement.

Record Retention - The Contractor shall maintain all records in relation to this contract for a period of at least five (5) years after final payment.

Record Ownership - All records, reports, documents, or other material related to any contract resulting from this RFP and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of the University and shall, upon request, be returned by Contractor to the University, at Contractor's expense, at termination or expiration of this contract.

Content of Contract/ Order of Precedence - In the event of an inconsistency between the contract, the RFP and/or the Contractor's Proposal, the inconsistency shall be resolved by giving precedence

first to the final contract, then to the RFP and subsequent addenda (if any) and finally, the Contractor's Proposal.

Contract Changes - No additional changes, enhancements, or modifications to any contract resulting from this RFP shall be made without the prior approval of the University.

Changes to the contract include any change in: beginning/ending date of the contract; scope of work; and/or Contractor change through the Assignment of Contract process. Any such changes, once approved, will result in the issuance of an amendment to the contract.

Governing Law - All activities associated with this RFP process shall be interpreted under Louisiana Law. All proposals and contracts submitted are subject to provisions of the laws of the State of Louisiana including but not limited to L.R.S. 39:1551-1736.

Access to Records. The Contractor agrees that the University and the Legislative Auditor of the State of Louisiana shall have access to, and the right to audit and examine any pertinent books, documents, papers, and records of the Proposer relating to this Request for Proposal. Any University requested audit shall be at University's expense.

Accurate Books and Records. Contractor shall maintain accurate books and records in connection herewith which shall be open to inspection by the University or its designee or the Louisiana Legislative Auditor for a period of five years from the date of such record.

SECTION V
PROPOSAL FORMS
AND
MANDATORY CHECKLIST

DIVISION I
SUMMARY OF PROPOSAL INFORMATION

Overall Approach to Development

A. Project Financing

Total Financed Project Cost (First Cost) \$ _____

*Briefly describe your Financing Approach including the participants involved and the role each will take in the Financing, i.e., Advisor, Lender, Investor.

B. Benefits to University

Total University Benefits \$ _____

*Briefly describe how benefits are structured: i.e., basis of computation, assumed interest rates, etc.:

C. Project Schedule

Financing Date (date funds available to commence construction) _____

Construction Start _____

Commence Project Start Up _____

Project Fully Operational _____

*Use additional sheets, as necessary.

DIVISION II

EXPERIENCE AND QUALIFICATIONS

A. **Business Organization*

B. **Resumes of Key Responsible Individuals*

C. **Location of Home Office of Proposer*

D. **Credits and Financial References*

E. **Technical References*

F. **Experience on Similar Projects Involving University Housing or Development Totaling At Least 5,000 Units*

G. **Team Member Similar Project Experience*

TEAM MEMBER: _____ **FUNCTION:** _____

<u>PROJECT NAME</u>	<u>TYPE</u>	<u>COST</u>	<u>OPERATION DATE</u>	<u>STATUS</u>	<u>REFERENCE AND TELEPHONE NO.</u>
---------------------	-------------	-------------	---------------------------	---------------	--

1.					
2.					
3.					
4.					
5.					
6.					

*Use additional sheets, as necessary.

DIVISION III
PROJECT DESCRIPTION

A. **Project Size*

B. **Plot Plan*

C. **Architectural Layout*

D. **Major Items of Equipment*

E. **Floor Plan*

F. **Scope of Work*

**Use additional sheets, as necessary.*

DIVISION IV

FINANCING STRUCTURE AND SOURCES

A. **Basic Financing Terms, Source(s), Estimated Rates, Equity Debt*

B. **Description of Financing Agreement*

C. **Terms for Project Buy Back*

D. **Cash Flow Analysis and Debt Service Coverage*

*Use additional sheets, as necessary.

DIVISION V

SCHEDULE OF CONSTRUCTION AND COMPLETION

In Division V, the Proposer must provide a complete schedule for achievement of all major milestones. The schedule should clearly show the Project Critical Path and should include:

A. **Commencement and completion of assessment of residential facilities and associated buildings and grounds/engineering/architect design*

B. **Development and presentation of Final Master Residential Facilities Plan.*

C. **Obtaining all required permits and government approvals*

D. **Commencement and completion of site preparation*

E. **Commencement and completion of construction and/or renovation*

F. **Commencement of normal operation*

*Use additional sheets, as necessary.

DIVISION VI

CONTRACT AND MANAGEMENT ISSUES

A. *Maintenance

B. *Contract with the University

*Use additional sheets, as necessary.

Date: _____

TO: **Mr. Elwood Broussard, Purchaser**
University of Louisiana at Lafayette
104 University Circle, Martin Hall Rm 123
P O Box 40197
Lafayette LA 71209-2250

Gentlemen:

I/We do hereby declare that I/We have carefully examined the Request for Proposal (RFP), all supporting documents, have inspected all proposed sites and have clear understanding of Request for Proposal. I/We do, hereby propose to provide the necessary labor, equipment, materials, and other means of service as specified in the Request for Proposal for the consideration of the prices quoted. I/We do further agree to maintain and complete, in a thoroughly professional manner, the proposed service according to the terms and conditions specified in the Request for Proposal. I/We do certify that this Proposal was not prepared or developed using assistance or information illegally obtained, and I/We are solely responsible for compliance with all applicable laws and regulations relating to the preparation, submission and contents of the Proposal.

I/We understand that the University reserves the right to reject any or all proposals and to waive any informalities.

I/We agree that this proposal shall be good and may not be withdrawn for a period of 120 calendar days after the schedules closing time for receiving proposals.

Respectfully Submitted:

IF CORPORATION

IN WITNESS WHEREOF, the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this _____ day of _____, 2009.

Name of Corporation

By (Signature in Ink)

Title

Attest (Secretary)

Telephone and Fax Number

IF SOLE PROPRIETOR OR PARTNERSHIP

IN WITNESS WHEREOF, the undersigned has set his (its) hand this _____ day of _____, 2009.

Signature of Proposer

Title

Telephone and Fax Number

NOTE: Only representative with signature authority shall sign this document. (Proof of authority by Board of resolution required.)

MANDATORY CHECKLIST

1. _____ Proposal Form Fully Executed and Enclosed
2. _____ Attended Pre-Proposal Conference
3. _____ Site Visit Performed
4. _____ Proposal Submitted in ONE Original and TEN Copies,
Clearly Marked as “Original” and “Copies”
5. _____ Proposal Sealed Using Special Envelope, Provided
6. _____ List of References Enclosed
7. _____ Proposal Read, All Pages Initialed and Returned
8. _____ Legal Evidence of Authority to Sign Request for Proposal
9. _____ Addenda Numbering A-G Signed and Returned with
Request for Proposal prior to the date and time of the
proposal opening.

SECTION VI

EVALUATION AND SELECTION PROCESS

A comprehensive evaluation will be made of the various provisions of each Proposal including the financial and technical risks considered in conjunction with the monetary benefit to the University. The evaluation will be conducted by a panel of University staff professionals, with representation from the management boards, State Office of Facility Planning and Control and others that are deemed necessary by the University.

Selection of the Proposer will be made on the basis of the University's determination of the proposal that has the Highest Quality (maximum) Point Score

RATING CRITERIA SCORE = QUALITY POINT SCORE 1,350

The rating criteria to be used to determine the Rating Criteria Score are:

- Finance
- Experience and Qualifications
- Architectural, Engineering, Design and Construction Services
 - Timetable
 - Management
 - References

Proposer will be preferred to use local Louisiana Developers, Sub-Developers, Suppliers and other resources.

The sum of total maximum points assigned to the rating Criteria is 1,350. The criteria are listed below, with the maximum points possible indicated next to each criterion.

Only the total figure will be presented. The quality point score determined is at the sole discretion of the University.

The University reserves the right to convert all submissions to a comparable basis using a uniform discount rate.

MAXIMUM RATING**CRITERIA POINTS
POSSIBLE**

A.	Finance	300
(1)	Ability to Secure Tax-exempt financing for the project in order to reduce the rental cost to the students	
(2)	Soundness of project financing proposed. Strength of project financing commitment. Credibility of debt or equity financing	
(3)	Plan to effect a land lease with the Board of Supervisors for the University of Louisiana	
(4)	Ability to provide, if necessary, a plan for taxable bridge financing if non-profit financing is not easily identified	
(5)	Favorable buy back provision for transfer of ownership to the University or a non-taxable organization. List terms of buy back.	
(6)	Economic viability of proposal non-cash benefits to the University	
B.	Experience and Qualifications	300
(1)	Experience of Proposer(s) in assessment and master residential planning, construction and management of similar projects both on and off college campuses	
(2)	Business expertise and management in apartment development	
(3)	Organization of project team and interrelationship between entities if more than one firm involved. Prior experience between team entities	
(4)	Financial soundness of Proposer(s)	
(5)	Support personnel available. Qualifications and experience of personnel for their assigned role in the project	
(6)	Location(s) of project team member's project office	

- C. Architectural/Engineering and Design Service 300
- (1) Architectural/Engineering Design, soundness and expected reliability and performance.
 - (2) Quality of materials. Suitability to existing operations.
Operating and maintenance requirements with the creative use of Green alternatives in energy usage and consumption (i.e. solar panels, recyclable materials, etc.)
 - (3) Effect on environmental, architectural, and aesthetic aspects
 - (4) Provide adequate security and access requirements
 - (5) Judicious use of proposed site
 - (6) Plan for permitting and environmental requirements
 - (7) Compliance with State and Federal Laws and statues
 - (8) Plan to renovate existing structures and/or develop new facilities in apartment and/or contemporary style residence hall facilities by January 2011, which complements campus' existing architecture and creative use of space
- D. Timetable 250
- (1) Proven ability to complete project in accordance with established time schedule and within budget
 - (2) Ability to provide adequate resources (finance, materials, labor, supplies, etc.) necessary to complete project on schedule
 - (3) Adherence to the University schedule
 - (4) Provide time schedule from similar projects of this nature
 - (5) List all housing development projects completed within a seven month period or less
- E. Management 150
- (1) Experienced management team to oversee project development
 - (2) Program for operation and maintenance of facilities

F. References	50
(1) List housing development projects completed of similar size and nature	
(2) List contact persons including names, addresses, telephone and fax numbers for above projects.	
Maximum Rating Criteria Points Possible	1,350

Rejection

- A. It is the policy of the University not to solicit proposals unless there is a bona fide intention to award a contract. However, the University does reserve the right to reject any or all proposals and to waive informalities. The University selection of the Proposer does not necessarily mean the University accepts all aspects of the Proposer's proposal. After initial acceptance of a request for proposal, should the University and the Proposer fail to reach an agreement as to all points of the proposal, the University may reject the proposal and consider other proposals.
- B. In addition to the University's general right to reject all proposals, a proposal may be rejected on any of the following specific grounds:
- The proposal contains false or misleading statements or references which, in the sole judgment of the University, do not support an attribute or condition contended by the Proposer and, in the sole judgment of the University, was intended to mislead the University in its evaluation of the attribute, condition, or capability of a requirement of this RFP.
 - The proposal is submitted by a current or former University employee or by one who has a subcontract or other relationship with the current or former University employee who, in the sole judgment of the University, is or was significantly involved in the organization, preparation, or administration of this RFP or otherwise was in a position to significantly affect the RFP either through a decision-making capacity or through a review process, has a conflict of interest or appearance of a conflict or interest in connection with this RFP.
 - Acceptance of the terms, conditions or obligations of the proposal would cause, or tend to cause, the University to be in default of existing contractual obligations.

Modification or Withdrawal of Proposals

Any proposal may be withdrawn or modified by written request of the Proposer which is received by the University at the above address before the time and date set for receipt of proposals.

The University reserves the right to withdraw this RFP and not proceed with the Project if it is deemed not to be in the best interest of the University.

Disposition of Proposals

All materials submitted in response to this RFP:

- 1) Will become property of the University
- 2) May, subsequent to the award of contract, be reviewed by any person, as per the provisions set forth in Section J, pages 9 and 10 of this RFP.
- 3) May be returned only at University's option at Proposer's expense. One of each of the proposals shall be retained for official University files.

Post Selection

Following selection, the steps listed below must be taken:

Once a Proposer is notified of its selection as Developer, the Proposer shall have 30 days to sign a lease agreement. If, at the end of this 30 day period, the parties cannot reach agreement, the University and/or the ULS Board may terminate discussions with the first ranked Proposer and initiate discussions with the second ranked Proposer.

The Proposer must also meet, at least, the following development milestones or University may terminate discussions:

Within 90 days of the effective date of the lease agreement, have Authority to Construct Permit Application issued by local government entities.

Full disclosure of the selection process will be made available after negotiations and recommendations to the University of Louisiana System.

Proprietary Data

A proposal may include data which the Proposer does not want disclosed to the public or used by the University for any purpose other than proposal evaluation. Proprietary data must be specifically identified as such on every page where it appears. Reasonable care will be exercised so that identified data will not be disclosed or used without Proposer's permission except to the extent provided by Louisiana Public Records Law. This restriction does not limit the University's right to use or disclose any data that is/are obtainable from another source without restriction.

The University will not be liable for the accidental disclosure of any proprietary data.

University Use

Each Proposer agrees by submitting a proposal that the University has the right to use any or all ideas or concepts presented in any proposal without restriction, except as stated in the section above. Proprietary Data, and without compensation to Proposer thereof. Selection or rejection of a proposal does not affect this right.

APPENDICES

APPENDIX A

Site plan maps to be provided via disk at the mandatory pre-bid meeting.

APPENDIX B
MAJOR RESIDENCE HALL REPAIRS
Last 5 years

Baker-Huger Hall doors) \$24,000	Remove and replace 4 metal, fire coded doors/door frames/thresholds/alarms (end Re-roof building \$165,000
Bonin Hall	Replace all showers/ toilets/sinks/flooring/doors/ceilings/smoke detectors/shower pans/pipes/etc \$261,365 Construct smoking area behind Bonin Hall \$28,000
Conference Center	Remodel all 3 rd and 4 th floor rooms \$2,595,000 Replace all furniture on 3 rd and 4 th floor \$250,000 Repair walls separating from marble in bathrooms \$6,000
Evangeline Hall	Remove and replace front outside balcony \$7,000 Remove and replace rotted window/window frame in lobby \$13,000
Harris Hall	Install stairwells on outside of building Remove and replace all bedroom lighting fixtures \$492,000 Paint all areas Replace flooring in bedrooms and hallways Remove and replace all bedroom sinks Remove and replace all medicine cabinets
Randolph Hall	Remove and replace 6 rusted bathroom sinks on 2 nd and 1 st floors \$25,000 Remove and replace (with fire doors) the 2 outside back building doors/door frames/thresholds \$24,000
Stokes A&B Halls	Install automatic flushers on all urinals in bathrooms \$9,000
All halls	Pressure wash exterior of buildings \$41,300
All halls/apartments	Remove and replace existing floor tiles/carpeting due to damage or wear \$170,000
Legacy Park	Remove and replace office awning \$1,200 Replace cracked bathtub (includes painting/drywall/flooring) Voorhies #207 \$11,000 Repair molded bathroom ceiling Voorhies #107 \$500 Repair broken fencing on grounds \$3,500
Cajun Village \$3,200 wood –	Repair roof - Robert's House Apt. \$800 Repair of special needs shower/flooring and walls due to leaks and rotting wood Remove and install new flooring/toilet/shower/shower walls due to leaks and rotting Robert's House Apt. \$8,500 Repair living room ceiling due to pipe leak \$700 Re-roof all buildings due to leaks/age of roofs \$32,000 Install gable vents on roofs \$1,200 Repair of fencing on grounds \$2,900

Building	Construction Date	Deferred Maintenance Estimate
Baker-Huger Hall	1950	\$1,775,824
Bonin Hall	1962	\$2,643,044
Conference Center	1965	\$6,310,049
Evangeline Hall	1939	\$ 702,422
Harris Hall	1937	\$1,943,541
Randolph Hall	1950	\$ 844,651
Stokes A & B	1968	\$5,137,571
Legacy Park	2004	\$ 0
Cajun Village	1981	\$3,806,678

APPENDIX C
ENROLLMENT AND HOUSING DATA
LAST FOUR YEARS
RESIDENCE HALL ENROLLMENT AND OCCUPANCY DATA
2004-2008

ENROLLMENT DATA

Spring 2004

In State Students 15160

Out of State Students 697

Out of Country Students 704

Total 16561

Housed on Campus 1579

Housed Off Campus 14982

Fall 2004

In State Students 14095

Out of State Students 574

Out of Country Students 674

Total 15343

Housed on Campus 1984

Housed Off Campus 13359

Spring 2005

In State Students 14085

Out of State Students 644

Out of Country Students 660

Total 15389

Housed on Campus 1698

Housed Off Campus 13691

Fall 2005

In State Students 15597

Out of State Students 767

Out of Country Students 711

Total 17075

Housed on Campus 1716

Housed Off Campus 15359

Spring 2006

In State Students 14076

Out of State Students 686

Out of Country Students 617

Total 15379

Housed on Campus 1683

Housed Off Campus 13696

Fall 2006

In State Students 14955

Out of State Students 743

Out of Country Students 605

Total 16303

Housed on Campus 1958

Housed Off Campus 14345

Spring 2007

In State Students 13830

Out of State Students 699

Out of Country Students 552

Total 15081

Housed on Campus 1665

Housed Off Campus 13416

Fall 2007

In State Students 14933

Out of State Students 761

Out of Country Students 651

Total 16350

Housed on Campus 1807

Housed Off Campus 14543

Spring 2008

In State Students 13868

Out of State Students 716

Out of Country Students 652

Total 15236

Housed on Campus 1543

Housed Off Campus 13693

Fall 2008

In State Students 14789

Out of State Students 778

Out of Country Students 753

Total 16320

Housed on Campus 1695

Housed Off Campus 14625

OCCUPANCY DATA

Spring 2004

Total # of Students 1579

Occupancy Capacity 2228

% Housed 71%

Fall 2004

Total # of Students 1984

Occupancy Capacity 2400

% Housed 83%

Spring 2005

Total # of Students 1698

Occupancy Capacity 2400

% Housed 71%

Fall 2005

Total # of Students 1716

Occupancy Capacity 2132

% Housed 80%

Spring 2006

Total # of Students 1683

Occupancy Capacity 2146

% Housed 78%

Fall 2006

Total # of Students 1958

Occupancy Capacity 2080

% Housed 94%

Spring 2007

Total # of Students 1665

Occupancy Capacity 2057

% Housed 81%

Fall 2007

Total # of Students 1807

Occupancy Capacity 2042

% Housed 88%

Spring 2008

Total # of Students 1543

Occupancy Capacity 2041

% Housed 76%

Fall 2008

Total # of Students 1695

Occupancy Capacity 1787

% Housed 95%

APPENDIX E

DESCRIPTIONS OF CURRENT RESIDENT HALLS

Baker-Huger Hall – 74 rooms Baker-Huger Hall is an interior corridor, double room residence hall with community baths with a total of 144 beds and houses female honor residents.

Bonin Hall – 203 rooms Bonin Hall is an interior corridor, double and private room residence hall with community baths with a total of 209 beds and houses female freshmen.

Conference Center – 176 rooms Conference Center is an interior corridor, double and private room residence hall with shared baths with a total of 264 beds and houses male honor, athlete, and graduate residents.

Evangeline – 38 rooms Evangeline Hall is an interior corridor, double and private room residence hall with community baths with a total of 69 beds and houses female athletes and other female residents.

Harris Hall – 76 rooms Harris Hall is an interior corridor double and private room residence hall with community baths with a total of 122 beds and houses female residents.

Randolph Hall – 22 rooms Randolph Hall is an interior corridor, double room residence hall with community baths, with a total of 43 beds and houses female residents.

Stokes A & B Halls – 192 rooms Stokes A & B Halls are outside corridor, double and private room residence halls with suite bathrooms with a total of 305 beds and houses male resident.

Legacy Park Apartments – 192 units Legacy Park apartments are 8 buildings of 1, 2, and 3 bedroom furnished apartments with exterior corridors with a total of 464 beds and houses private and shared single male and female residents.

Cajun Village Apartments – 99 units Cajun Village apartments are 13 buildings of 2 bedroom unfurnished apartments with exterior corridors with a total of 99 apartments which house married/primary parent male and female residents.

Baker-Huger

Available Beds 144

Room Size 15.25 x 13

Total Number of Rooms 74

Total Square Feet 28,776

Description of Residence Halls 2-story, 2 wing, community bath, double, female

Bonin

Available Beds 209

Room Size 15'8 x 9'9

Total Number of Rooms 203

Total Square Feet 43,051

Description of Residence Halls 3 story, 3 wings, community bath, double and private, female

Conference Center

Available Beds 264

Room Size 10'11 x 24'8

Total Number of Rooms 176

Total Square Feet 204,616

Description of Residence Halls 2 floors, semi-private bath, double and single, coed graduate students, male students

Evangeline

Available Beds 69

Room Size 11'9 x 17'0

Total Number of Rooms 38

Total Square Feet 13,674

Description of Residence Halls 3 floors, community bath, double and single, female

Harris

Available Beds 122

Room Size 11'6 x 17'0

Total Number of Rooms 76

Total Square Feet 31,840

Description of Residence Halls 3 floors, community bath, double and single, female

Randolph

Available Beds 43

Room Size 13'0 x 8'0

Total Number of Rooms 22

Total Square Feet 12,346

Description of Residence Halls 2 floors, community bath, double, female

Stokes A & B

Available Beds 305

Room Size 11'8 x 14'8

Total Number of Rooms 192

Total Square Feet 26,555/bldg

Description of Residence Halls 2 buildings, 4 floors, 6 suites, suite bath, double and single, male

Legacy Park

Available Beds 464

Room Size 8'0 x 10'0

Total Number of Rooms 192

Total Square Feet 31,374/3 bldgs

Total Square Feet 28,470/3 bldgs

Total Square Feet 17,236/2bldgs

Description of Residence Halls 8 buildings, 3 floors, private bath, 1, 2, or 3 bedrooms. Coed by apartment

Cajun Village

Available Beds 99

Total Number of Rooms 99

Total Square Feet 7,358/5 bldgs

Total Square Feet 3,606/1 bldg

Total Square Feet 7,358/7 bldgs

Description of Residence Halls 13 buildings, 2 floors, 2 bedroom with 1 bath, families

TOTALS

Available Beds 1,719

Total Number of Rooms 1,072

Floor plan maps to be provided via disk at the mandatory pre-bid meeting.